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2 Luftman, Heck & Associates, LLP  
3 1958 Sunset Cliffs Boulevard  
4 San Diego, CA 92107  
5 sgrace@lawlh.com  
6 Phone: 619-346-4600  
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8 Attorney for Plaintiff

9 **IN THE UNITED STATES DISTRICT COURT**  
10 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

11 FERNANDA CUNHA,  
12 Plaintiff,

13 vs.

14 CREDIT CONTROL, LLC ,  
15 Defendant.

Case No.: '14CV2362 LAB JMA

COMPLAINT

DEMAND FOR JURY TRIAL

16  
17  
18  
19  
20  
21 **INTRODUCTION**

22  
23 1. This is an action for actual damages, statutory damages, attorney fees and  
24 costs brought by an individual consumer, FERNANDA CUNHA, (hereinafter Plaintiff)  
25 for CREDIT CONTROL, LLC, hereinafter (CREDIT CONTROL) violations of the  
26 Fair Debt Collection Practices Act, 15 U.S.C. §1692, *et seq.* (hereinafter "FDCPA"),  
27 which prohibits debt collectors from engaging in abusive, deceptive and unfair  
28 practices.



**FACTUAL ALLEGATIONS**

11. At all times herein, Defendant Credit Control was attempting to collect, from Plaintiff, a debt as defined by 15 U.S.C. §1692a(5).

12. Prior to January 8, 2014, Plaintiff allegedly became delinquent in the payment owed on the alleged debt. Plaintiff currently neither admits nor denies that the alleged debt is valid.

13. Prior to January 8, 2014, the alleged debt was assigned, placed, or otherwise transferred to Defendant Credit Control for collection.

14. On or about January 8, 2014, Plaintiff hired the Law Firm of Luftman, Heck & Associates, LLP (hereinafter “Luftman, Heck & Associates”) to represent her with respect to negotiating a settlement of the alleged Debt.

15. On January 8, 2014, Luftman, Heck & Associates sent a “Power of Attorney” notice (Exhibit 1) to Defendant Credit Control via email on behalf of Plaintiff.

16. Despite having received the “Power of Attorney” on behalf of Plaintiff, Defendant Credit Control continued to attempt to collect the alleged debt from Plaintiff, and sent a collection letter dated February 14, 2014 to Plaintiff at her residence. (Exhibit 2)

17. The statements in Exhibit 2 were communications within the meaning of 15 U.S.C. §1692a(2).

18. On February 27, 2014, Luftman, Heck & Associates contacted Defendant Credit Control via email regarding the collection letter (Exhibit 2) which was sent to Plaintiff, and re-submitted the “Power of Attorney” (Exhibit 1) to Defendant Credit Control. This was further confirmation to Defendant Credit Control that Plaintiff was represented by counsel.

19. Despite having received the “Power of Attorney” on two occasions on behalf of Plaintiff, Defendant Credit Control continued to attempt to collect the alleged

1 debt from Plaintiff, and sent another collection letter dated March 24, 2014 to Plaintiff  
2 at her residence (Exhibit 3).

3 20. The statements in Exhibit 3 were communications within the meaning of  
4 15 U.S.C. §1692a(2).

5 21. Despite having received the “Power of Attorney” on at least two occasions  
6 on behalf of Plaintiff, Defendant Credit Control continued to attempt to collect the  
7 alleged debt from Plaintiff, and sent another collection letter dated April 7, 2014 to  
8 Plaintiff at her residence (Exhibit 4).

9 22. The statements in Exhibit 4 were communications within the meaning of  
10 15 U.S.C. §1692a(2).

11 23. Despite having received the “Power of Attorney” on at least two occasions  
12 on behalf of Plaintiff, Defendant Credit Control continued to attempt to collect the  
13 alleged debt from Plaintiff, and sent another collection letter dated May 9, 2014 to  
14 Plaintiff at her residence (Exhibit 5).

15 24. The statements in Exhibit 5 were communications within the meaning of  
16 15 U.S.C. §1692a(2).

17 25. At no time had the defendant received permission from the Law Firm of  
18 Luftman, Heck & Associates to contact Plaintiff.

19 26. Defendant Credit Control knew and could readily ascertain the address of  
20 Plaintiff’s counsel, and in fact did contact Plaintiff’s counsel during this period of time.

21 27. Defendant knew or could readily ascertain that Plaintiff’s counsel had not  
22 consented to a direct communication with Plaintiff.

23 28. Through the above conduct, Defendant Credit Control repeatedly  
24 communicated with Plaintiff after Defendant knew Plaintiff to be represented by an  
25 attorney. Consequently, Defendant Credit Control violated 15 U.S.C. §1692c(a)(2).

26 29. Through the above conduct, Defendant Credit Control has engaged in  
27 conduct the natural consequence of which is to harass, oppress, or abuse any person in  
28

1 connection with the alleged debt. Consequently, Defendant Credit Control violated 15  
2 U.S.C. §1692d.

3  
4 **CLAIM FOR RELIEF**

5 **(Violations of the FDCPA)**

6 30. Plaintiff repeats, re-alleges, and incorporates by reference all the  
7 allegations contained in the paragraphs above.

8 31. Defendant violated the FDCPA. The violations include, but are not limited  
9 to, the following:

10 (1)communicating with the consumer by means of the above mentioned  
11 notices after knowing she was represented by counsel in violation of 15  
12 U.S.C. §1692c(a)(2);

13 (2)engaged in conduct the natural consequence of which is to harass, oppress,  
14 or abuse any person in connection with the collection of the alleged debt in  
15 violation of 15 U.S.C. §1692d.

16 32. As a result of the Defendant's actions, Plaintiff is entitled to actual  
17 damages, statutory damages, attorney's fees and costs of this action.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays that judgment be entered against Defendant Credit  
20 Control, and for Plaintiff, and prays for the following relief:

21 1. An award of actual damages against Defendant Credit Control  
22 pursuant to 15 U.S.C. §1692k(a)(1);

23 2. An award of statutory damages of \$1,000.00 against Defendant  
24 Credit Control pursuant to 15 U.S.C. §1692k(a)(2)(A);

25 3. An award of costs of litigation and reasonable attorney's fees against  
26 Defendant Credit Control, pursuant to 15 U.S.C. §1692k(a)(3);

27 4. Such other and further relief this court may deem just and proper.  
28

**TRIAL BY JURY**

33. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and hereby demands, a trial by jury.

Dated: October 6, 2014

Luftman, Heck and Associates  
By s/ Scott M. Grace  
Attorney for Plaintiff,  
E-mail: [sgrace@lawlh.com](mailto:sgrace@lawlh.com)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Fernanda Cunha

(b) County of Residence of First Listed Plaintiff San Diego  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)  
Scott M. Grace, Luftman, Heck & Associates, LLP  
1958 Sunset Cliffs Boulevard, San Diego, CA 92107  
(619) 346-4611

**DEFENDANTS**

Credit Control, LLC

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

'14CV2362 LAB JMA**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question  
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity  
(Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

| CONTRACT  | TORTS  | FORFEITURE/PENALTY  | BANKRUPTCY  | OTHER STATUTES  |
|---|--|---|---|---|
| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise | <b>PERSONAL INJURY</b><br><input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Federal Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><input type="checkbox"/> 362 Personal Injury - Medical Malpractice<br><b>PERSONAL INJURY</b><br><input type="checkbox"/> 365 Personal Injury - Product Liability<br><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><b>PERSONAL PROPERTY</b><br><input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 690 Other<br><b>LABOR</b><br><input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Management Relations<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 751 Family and Medical Leave Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Employee Retirement Income Security Act<br><b>IMMIGRATION</b><br><input type="checkbox"/> 462 Naturalization Application<br><input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><b>PROPERTY RIGHTS</b><br><input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 840 Trademark<br><b>SOCIAL SECURITY</b><br><input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405(g))<br><b>FEDERAL TAX SUITS</b><br><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609 | <input type="checkbox"/> 375 False Claims Act<br><input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input checked="" type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 896 Arbitration<br><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision<br><input type="checkbox"/> 950 Constitutionality of State Statutes |
| <b>REAL PROPERTY</b><br><input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property  | <b>CIVIL RIGHTS</b><br><input type="checkbox"/> 440 Other Civil Rights<br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 445 Amer. w/Disabilities - Employment<br><input type="checkbox"/> 446 Amer. w/Disabilities - Other<br><input type="checkbox"/> 448 Education<br><b>PRISONER PETITIONS</b><br><b>Habeas Corpus:</b><br><input type="checkbox"/> 463 Alien Detainee<br><input type="checkbox"/> 510 Motions to Vacate Sentence<br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><b>Other:</b><br><input type="checkbox"/> 540 Mandamus & Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition<br><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement  |   |   |   |

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from Another District (specify)    ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. §1692

Brief description of cause:

Fair Debt Collection Practices Act violations**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    **DEMAND \$**  
**75,000.00**

CHECK YES only if demanded in complaint:

**JURY DEMAND:** ☒ Yes    ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE \_\_\_\_\_

DOCKET NUMBER \_\_\_\_\_

DATE

10/06/2014

SIGNATURE OF ATTORNEY OF RECORD

/s/ Scott M. Grace

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPLYING IFP \_\_\_\_\_

JUDGE \_\_\_\_\_

MAG. JUDGE \_\_\_\_\_

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| Exhibit 4: Letter from Credit Control, LLC dated April 7, 2014     | page 4 |
| Exhibit 5: Settlement Offer Letter dated May 9, 2014               | page 5 |



## Power of Attorney

I, Fernanda Cunha, hereby appoint Scott Grace, Esq., paralegals, and staff employed by Luftman, Heck & Associates, LLP to perform each and every act that may be necessary or convenient in settling outstanding debts.

To Wit: Review debts, request credit information, communicate with my creditors to negotiate settlement of outstanding obligations, change account addresses, phone numbers, or any other account information, negotiate repayment terms, and forward payments pursuant to agreements.

Executed this 08 day of JANUARY, in the year of 2014.

Fernanda S Cunha

Fernanda Cunha

Exhibit 1



Jeremiah E. Heck\*  
 Scott M. Grace<sup>1</sup>

Benjamin L. Luftman\*  
 Chase A. Mallory<sup>2</sup>

David B. Schultz\*  
 Megan M. DiVincenzo\*

Daniel J. Sabol\*  
 David E. Byrnes\*

Michelle L. Pierro\*  
 Bradley J. Groene\*

Paul S. Kuzmickas\*

Kelly L. Wilson\*

Katherine L. Keenan\*

Attorney Licensed In: \*Ohio Only; \*\*Ohio & California; \*\*\*Ohio & Florida

330 E. Rich St.  
 Cincinnati, OH 45215-5335

614-224-1500  
 614-224-2694

810 Sycamore St., Floor 3  
 Cincinnati, OH 45202-2160

513-338-1890  
 513-338-1828

2010 W. 25th St., Ste 701  
 Cleveland, OH 44113-4131

216-539-9325  
 216-539-9326

1958 Sunset Cliffs Blvd  
 San Diego, CA 92107-2624

614-246-4610  
 614-246-4610

**Credit Control, LLC**

PO Box 31179  
Tampa FL 33631-3179  
ADDRESS SERVICE REQUESTED

PO Box 31179 • Tampa, FL 33631  
Office Hours Mon-Thur 8am to 8pm  
Friday 8am to 5pm • Saturday 9am to 5pm  
(800) 670-9944

February 14, 2014

Account #: 4996679  
Balance: \$14112.82

604 244464651



Fernanda Cunna  
1829 Capistrano St  
San Diego CA 92106-1705

Credit Control, LLC  
PO Box 31179  
Tampa FL 33631-3179



\*\*\*Detach Upper Portion and Return with Payment\*\*\*

Collection Agency For: CITIBANK N.A.  
Account #: 4996679  
Balance: \$14112.82

**SETTLEMENT OFFER / SAVE NOW/ TAX TIME!!!!!!!!!!!!!!!!!!!!!!!!!!!!**

Please be advised Credit Control LLC. has been authorized to offer a settlement on the above referenced Sears Gold Mastercard account.

Funds in the amount of \$7056.41 must be received in our office no later than February 25, 2014.

You may issue payment over the phone via check or debit card free of charge.

If you are unable to pay the settlement amount, please contact our office to discuss a payment arrangement on the balance.

“We are not obligated to renew this offer.”

Whenever \$600.00 or more in principal of a debt is discharged as a result of settling a debt for less than the balance owing, the creditor may be required to report the amount of the debt discharged to the Internal Revenue Service on a 1099C form, a copy of which would be mailed to you by the creditor. If you are uncertain of the legal or tax consequences, we encourage you to consult your legal or tax advisor.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They must not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov). As required by law, you are hereby notified that a negative credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

198ONCRCT01604

Exhibit 2



PO Box 31179  
Tampa FL 33631-3179  
ADDRESS SERVICE REQUESTED

**Credit Control, LLC**  
PO Box 31179 • Tampa, FL 33631  
Office Hours Mon-Thur 8am to 8pm  
Friday 8am to 5pm • Saturday 9am to 5pm  
(800) 670-9944

April 7, 2014

Account #: 4996679  
Balance: \$14112.82

604 282463099



Fernanda Cunna  
1829 Capistrano St  
San Diego CA 92106-1705

Credit Control, LLC  
PO Box 31179  
Tampa FL 33631-3179



\*\*\*Detach Upper Portion and Return with Payment\*\*\*

Collection Agency For: CITIBANK N.A.  
Account #: 4996679  
Balance: \$14112.82

**SETTLEMENT OFFER / SAVE NOW/ TAX TIME!!!!!!!!!!!!!!!!!!!!!!!!!!!!!!**

Please be advised Credit Control LLC. has been authorized to offer a settlement on the above referenced Sears Gold Mastercard account.

Funds in the amount of \$7056.41 must be received in our office no later than April 18 2014.

You may issue payment over the phone via check or debit card free of charge.

If you are unable to pay the settlement amount, please contact our office to discuss a payment arrangement on the balance.

"We are not obligated to renew this offer."

Whenever \$600.00 or more in principal of a debt is discharged as a result of settling a debt for less than the balance owing, the creditor may be required to report the amount of the debt discharged to the Internal Revenue Service on a 1099C form, a copy of which would be mailed to you by the creditor. If you are uncertain of the legal or tax consequences, we encourage you to consult your legal or tax advisor.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They must not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov). As required by law, you are hereby notified that a negative credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

198ONCRCT01604

Exhibit 4

# CREDITCONTROL

Date: 05/09/2014

Name: CUNNA FERNANDA  
1829 CAPISTRANO ST  
SAN DIEGO, CA 921061705

Re: SEARS GOLD MASTERCARD

Account: 4996679/XXXXXX9361

Balance: \$ 14,112.82

Settlement Offer: \$ 3,528.21

This is to advise that Credit Control, LLC., as authorized agent for **CITIBANK** has agreed to accept the settlement amount on the above noted account providing we are in receipt of the payment no later than **05/16/14**.

**If your payment is returned for any reason this offer is null and void.**

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days after receiving this notice, this office will: obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

If you have any questions regarding this matter, please do not hesitate to contact this office at 1-888-401-9026. This information is from a debt collector.

Whenever \$600.00 or more in principal of a debt is discharged as a result of settling a debt for less than the balance owing, the creditor may be required to report the amount of the debt discharged to the Internal Revenue Service on a 1099C form, a copy of which would be mailed to you by the creditor. If you are uncertain of the legal or tax consequences, we encourage you to consult your legal or tax advisor. The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or [www.ftc.gov](http://www.ftc.gov). As required by law, you are hereby notified that a negative credit agency report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. But we will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described in the notice on the front of this letter.

THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR: ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Regards,  
**Hays Roden**  
Manager

Exhibit 5